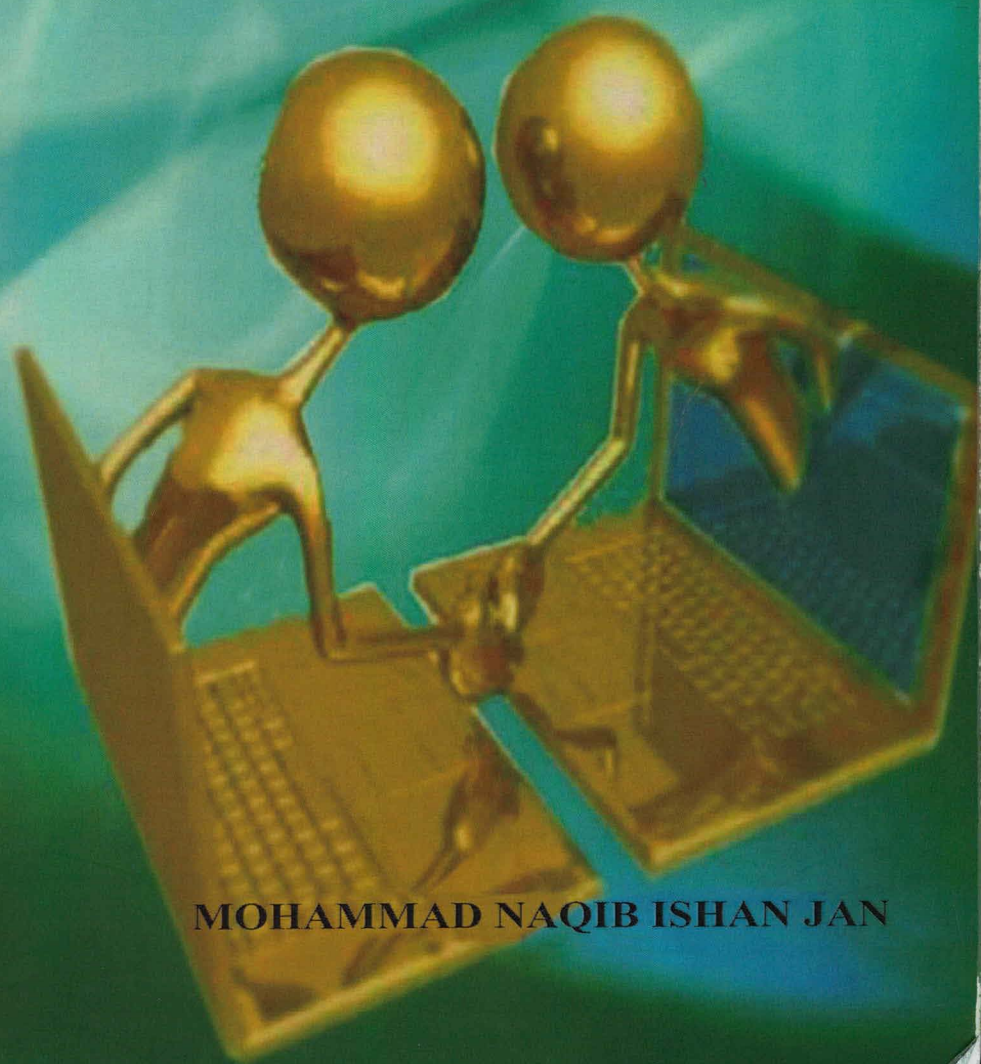


LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE



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LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE

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CHAPTER 25

THE NATURE, CONCEPT AND EPISTEMOLOGICAL DEVELOPMENT OF THE LAW OF BAILMENT: A PROLEGOMENON

by

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MD NANNU MIAN**

The law of bailment is very important topic in the law of contract. Basically bailment can be a formal or an implied contract where there are two parties, such as the bailor and the bailee. The person who delivers the goods to another person under contract or for some other reasons is called the 'bailor' and the person whom the goods are delivered is called the 'bailee'.¹ In this chapter, the authors discuss the nature of bailment, duties of the bailee, classification of bailment, rights and liabilities of a bailee, spiritual aspects of the bailee and finally they put concluding remarks. In this chapter descriptive and analytical research methodology has been applied to critically analyze the concept of the law of bailment.